

SNELL & WILMER
LLP
350 SOUTH GRAND AVENUE
SUITE 2600
TWO CALIFORNIA PLAZA
LOS ANGELES, CALIFORNIA 90071

1 SNELL & WILMER L.L.P.
2 Philip J. Graves (SBN 153441)
pgraves@swlaw.com
3 Greer N. Shaw (SBN 197960)
gshaw@swlaw.com
4 Deborah S. Mallgrave (SBN 198603)
dmallgrave@swlaw.com
5 350 South Grand Avenue, Suite 2600
6 Two California Plaza
7 Los Angeles, CA 90071
8 Telephone: (213) 929-2500
9 Facsimile: (213) 929-2525
10 Attorneys for Plaintiff
11 James R. Glidewell Dental Ceramics, Inc.
d/b/a Glidewell Laboratories

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
14 SOUTHERN DIVISION

15 JAMES R. GLIDEWELL DENTAL
16 CERAMICS, INC.,

17 Plaintiff,

18 vs.

19 KEATING DENTAL ARTS, INC.,

20 Defendant.

21
22
23
24 AND RELATED
25 COUNTERCLAIMS.

Case No. SACV11-01309-DOC(ANx)

**DECLARATION OF WILLIAM
WONG IN SUPPORT OF
GLIDEWELL'S MOTION IN
LIMINE #6 TO EXCLUDE ANY
ADVICE OF COUNSEL DEFENSE
BY KEATING DENTAL ARTS, INC.**

[Exhibits 1-5 filed concurrently
herewith]

Hearing

Date: January 28, 2013
Time: 8:30 a.m.
Ctrm: 9D, Hon. David O. Carter

Pre-Trial Conf.: January 28, 2013
Jury Trial: February 26, 2013

1 I, William Wong, declare:

2 1. I am an attorney licensed to practice law in the State of California and
3 am an associate in the law firm of Snell & Wilmer L.L.P., counsel for Plaintiff
4 James R. Glidewell Dental Ceramics, Inc. ("Plaintiff") in the above-entitled action.
5 I have first-hand, personal knowledge of the facts stated herein and, if called to
6 testify, could and would competently testify to those facts.

7 2. This declaration is submitted in support of Glidewell's Motion In
8 Limine No. 6 To Exclude Any Advice of Counsel Defense by Defendant Keating
9 Dental Arts, Inc. ("Keating"), filed concurrently herein.

10 3. Attached as Exhibit 1 is a true and correct copy of Keating's First
11 Initial Disclosures, served on December 5, 2011.

12 4. Attached as Exhibit 2 is a true and correct copy of Keating's Second
13 Amended Initial Disclosures, served on September 27, 2012.

14 5. Attached as Exhibit 3 is a true and correct copy of Exhibit 88 to
15 Glidewell's Appendix of Evidence In Support Of Its Motion For Summary
16 Judgment. (Dkt. #90-30, Ex. 88) This Exhibit is Keating's Third Amended Initial
17 Disclosures, served on October 19, 2012.

18 6. Keating has not produced any documents to Glidewell concerning
19 Keating's advice of counsel defense, nor listed them on a privilege log.

20 7. Keating never produced responsive documents dating to the period
21 when Keating purportedly "conferred with" Mr. Gourde concerning potential
22 adoption of the KDZ Bruxer mark.

23 8. Keating did not provide a privilege log as to responsive documents, if
24 any, dating to the period when Keating purportedly "conferred with" Mr. Gourde
25 concerning potential adoption of the KDZ Bruxer mark.

26 9. Attached as Exhibit 4 is a true and correct copy of my November 13,
27 2012 letter to Keating's counsel, Mr. David G. Jankowski, requesting a copy of the
28

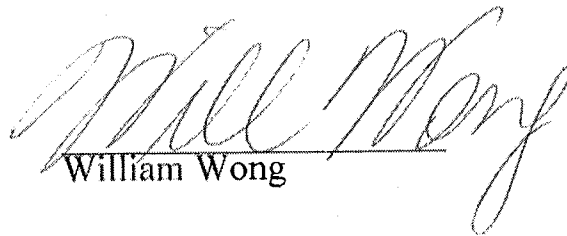
SNELL & WILMER
LLP
350 SOUTH GRAND AVENUE
SUITE 2600
TWO CALIFORNIA PLAZA
LOS ANGELES, CALIFORNIA 90071

1 search results documents referenced in the October 16, 2012 Deposition of Robert
2 Brandon.

3 10. Attached as Exhibit 5 is a true and correct copy of an email chain
4 between Mr. Jankowski and I, dated from November 13, 2012 to November 15,
5 2012, regarding my request for a copy of the search results documents referenced in
6 the October 16, 2012 Deposition of Robert Brandon. In response, on November 15,
7 2012, Mr. Jankowski informed me that Keating had "searched for, but not located,
8 the search result documents referenced by Mr. Brandon during his deposition."
9

10 I declare under penalty of perjury under the laws of the United States of
11 America that the foregoing is true and correct.

12
13 Executed on January 17, 2013, at Los Angeles, California.

14
15
16 
17 William Wong
18
19
20
21
22
23
24
25
26
27
28

SNELL & WILMER
LLP
350 SOUTH GRAND AVENUE
SUITE 2600
TWO CALIFORNIA PLAZA
LOS ANGELES, CALIFORNIA 90071

EXHIBIT 1

1 J. MARK HOLLAND (140453)
2 **J. MARK HOLLAND & ASSOCIATES**
3 a Professional Law Corporation
4 3 San Joaquin Plaza, Suite 210
5 Newport Beach, CA 92660
6 Telephone: (949) 718-6750
7 Facsimile: (949) 718-6756
8 Email: office@jmhlaw.com

9 Attorneys for Defendant and Counterclaim Defendant
10 KEATING DENTAL ARTS, INC.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13 SOUTHERN DIVISION

14 JAMES R. GLIDEWELL DENTAL
15 CERAMICS, INC., DBA
16 GLIDEWELL LABORATORIES,
17 a California corporation,

18 Defendant,

19 vs.

20 KEATING DENTAL ARTS, INC.,
21 a California corporation,

22 Defendants.

23 KEATING DENTAL ARTS, INC.
24 a California corporation,

25 Defendant,

26 vs.

27 JAMES R. GLIDEWELL DENTAL
28 CERAMICS, INC., DBA
GLIDEWELL LABORATORIES,
a California corporation, and
DOES 1 THROUGH 5, inclusive,

Defendants.

Civil Action No.
SA-CV-11-01309-DOC(ANx)

**INITIAL DISCLOSURES
PURSUANT TO FEDERAL
RULE OF CIVIL PROCEDURE
26(a)(1) AND LR 26-1**

Pursuant to Federal Rule of Civil Procedure 26(a)(1), Defendant Keating
Dental Arts, Inc. ("Keating"), hereby provides its Initial Disclosures.

INITIAL DISCLOSURES UNDER RULE 26(a)(1)
Civ. Action No. SA-CV-11-01309-DOC(ANx)

(i) The name and, if known, the address and telephone number of each individual likely to have discoverable information — along with the subjects of that information — that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment; information:

<i>Witness/ Email Address</i>	<i>Address/ Website/ Telephone</i>	<i>Subjects of the Likely Discoverable Information</i>
Shaun Keating	16881 Hale Ave. Irvine, CA 92606 (800) 433-9833	Lack of confusion, and related facts
Bob Brandon	16881 Hale Ave. Irvine, CA 92606 (800) 433-9833	Lack of confusion, and related facts
Daxton Grubb daxton@rdentlab.com	R-Dent Dental Laboratories 6590 Summer Knoll Cove Bartlett, TN 38134 www.rdentlab.com (901) 372-8020	Glidewell demands to stop using R BRUX Trademark, and related facts
Robert P. Marbach seviles@authenticlab.com	Authentic Dental Lab 1950 Bandera Rd. San Antonio, TX 78228 www.authenticlab.com (201) 735-1433	Glidewell demands to stop using “BRUX” crowns on Authentic’s website, and related facts
Rick Everson reverson@dentalservices.net	Sentage Corporation 5775 Wayzata Blvd. Suite 890 Minneapolis, MN 55416 www.dentalservices.net (952) 345-6300	BRUX-EZE Trademark usage, and related facts
Dentists/Customers	To be identified	
Expert witnesses	To be identified	

(ii) A copy — or a description by category and location — of all documents, electronically stored information (“ESI”), and tangible things that the disclosing

party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

Disclosure: Pursuant to appropriate terms of confidentiality under a Protective Order, Keating will make available for inspection and copying responsive documents, ESI, and tangible things as indicated below. Defendant notes that Defendant already has identified to Plaintiff at least certain of the items listed. Also subject to an appropriate Protective Order and further review, Defendants may produce or make available under Federal Rule of Civil Procedure 34 additional documents/evidence, as those may come to the attention of Defendant.

<i>Description, etc.</i>
The trademarks and related information disclosed in the attachment to an email dated November 16, 2011 to Plaintiff's counsel Mr. Tachner, from Defendant's undersigned counsel.
Correspondence from Glidewell to third parties regarding the use by those third parties of the term BRUX or BRUX-related words.
Defendant's order forms and related records, as provided to and as received from dentists.
Defendant's sales records relating the products sold under Defendant's trademark KDZ BRUXER AND DESIGN.

(iii) A computation of each category of damages claimed by the disclosing party — who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Disclosure: Defendant and Counterclaim-Plaintiff has not calculated its damages at this time, and is not in possession of the information necessary to do so. Among other things, Defendant and Counter-Defendant anticipates (1) possibly hiring an expert to do so, and (2) forwarding that expert's report in compliance with all applicable Rules and Orders.

In any case, such damages are likely to be based at least in part on obtaining an award from the Court of misuse of trademark and/or other bad faith violations by Plaintiff, the amount and nature of Plaintiff's unlawful activities in improperly restricting lawful competition, the extent to which remedial communications and advertising may be necessary to attempt to redress same, and other factors. Those issues and activities appear to be continuing and therefore the subject of ongoing discovery.

Among other things, the damages are likely to include calculations of Plaintiff's profits and/or Defendant's lost profits. In addition, Defendant reserves the right to appropriately designate with appropriate terms of confidentiality under a Protective Order any and/or all such disclosures. Notwithstanding the foregoing, for the convenience of the parties and the Court, Defendant identifies at least the following categories of damages it expects will be included in the foregoing disclosures.

<i>Category of Damages</i>
Attorney fees and costs
Punitive damages
Lost sales
Interference with existing/prospective business relationships
Damage to business reputation
Employee time
Out-of-pocket expenses
Other

(iv) For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Disclosure: Pursuant to appropriate terms of confidentiality under a Protective Order, Keating will make available for inspection and copying the following insurance policy:

1 The Hartford Business Liability Policy 72 SBA AB1425, with
2 effective dates of 09/04/2010 to 09/04/2011 and 09/04/2011 to
3 09/04/2012.

4 Defendant expressly reserves the right to supplement these Initial
5 Disclosures under Federal Rule of Civil Procedure 26(e), without prejudice to its
6 right to use such subsequently discovered information and documents at trial or at
7 any proceeding in this action.

8 The undersigned counsel certifies under Federal Rule of Civil Procedure
9 26(g) that, after reasonable inquiry and to the best of his/her knowledge, the
10 disclosures contained above are accurate and complete as of the present time.
11

12 Respectfully submitted,
13

14
15
16 Dated: 2011-12-05

/J. Mark Holland/
J. Mark Holland
J. MARK HOLLAND & ASSOCIATES
Attorneys for Defendant and Counterclaim
Plaintiff KEATING

17
18
19 Z:\Winword\KEATING\384\Pleadings\Other-Misc\Initial Disclosures_Gladwell_v_Keating_Dental.doc
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

Civil Case No. SA-CV-11-01309DOC(Anx)

I, the undersigned, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I am employed in the City and County of Orange, State of California, in the office of a member of the bar of this court, at whose direction this service was made. I am over the age of eighteen (18) years and not a party to or interested in the within-entitled action. I am an employee of J. MARK HOLLAND AND ASSOCIATES, and my business address is 3 San Joaquin Plaza, Suite, 210, Newport Beach, California 92660.

On December 5, 2011, I caused to be served in the manner indicated below the following documents:

NAME OF DOCUMENT SERVED: INITIAL DISCLOSURES UNDER RULE 26(a)(1)
by:

	MAIL being familiar with the practice of this office for the collection and the processing of correspondence for mailing with the United States Postal Service, and deposited in the United States mail copies of same to the addresses set forth below, in a sealed envelope, with postage fully prepaid.
X	Email by personally transmitting same via an email between the hours of 9:00 AM and 5:00 PM to the email address(es) set forth below.
	FACSIMILE by personally transmitting same via an electronic facsimile machine between the hours of 9:00 A.M. and 5:00 P.M. to the facsimile number(s) set forth below and the transmission was reported as complete and without error.
	PERSONAL DELIVERY and personally delivered, or caused to be delivered, same to each of the persons at the addresses listed below or, in the absence of the attorneys named below, by personally delivery the envelope(s) to his/her clerk or the person in charge of the office.
	FEDERAL EXPRESS for delivery the following business day by placing same for collection in the nearest Federal Express Deposit Box or Federal Express Office to the business addresses set forth below.

Mr. Leonard Tachner
Leonard Tachner, a professional law corporation
17961 Sky Park Circle Suite 38-E
Irvine, CA 92614
jforemantachlaw@aol.com, ltachner@aol.com, tachlaw@aol.com

Executed on December 5, 2011, at Newport Beach, California.

/s/Kristin Brown

INITIAL DISCLOSURES UNDER RULE 26(a)(1)
Civ. Action No. SA-CV-11-01309-DOC(ANx)

EXHIBIT 2

1 Lynda J. Zadra-Symes (SBN 156,511)
Lynda.Zadra-Symes@kmob.com
2 Jeffrey L. Van Hoosear(SBN : 147,751)
Jeffrey.VanHoosear@kmob.com
3 David G. Jankowski (SBN 205,634)
David.iankowski@kmob.com
4 KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 Main Street, Fourteenth Floor
5 Irvine, CA 92614
Phone: (949) 760-0404
6 Facsimile: (949) 760-9502
7 Attorneys for Defendant/Counter-Plaintiff,
Keating Dental Arts, Inc.
8

9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11 SOUTHERN DIVISION

12 JAMES R. GLIDEWELL DENTAL
13 CERAMICS, INC. dba
GLIDEWELL LABORATORIES,

14 Plaintiff/Counter-defendant,
15 v.

16 KEATING DENTAL ARTS, INC.

17 Defendant/Counter-Plaintiff.
18
19

Civil Action No.
SACV11-01309-DOC(ANx)

**SECOND AMENDED
DISCLOSURES OF KEATING
DENTAL ARTS, INC. PURSUANT
TO FEDERAL RULE OF CIVIL
PROCEDURE 26(a)(1)**

Honorable David O. Carter

Pursuant to Federal Rule of Civil Procedure 26(a)(1), without waiving any claim of privilege, work produced or other basis for non-disclosure, Defendant Keating Dental Arts, Inc. ("Keating"), hereby provides the following Second Amended Disclosures.

(i) The name and, if known, the address and telephone number of each individual likely to have discoverable information - along with the subjects of that information - that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment; information:

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Shaun Keating	16881 Hale Ave. Irvine, CA 92606 (800) 433-9833	Use of generic term "bruxer," lack of confusion, and related facts
Bob Brandon	16881 Hale Ave. Irvine, CA 92606 (800) 433-9833	Use of generic term "bruxer," lack of confusion, and related facts
Daxton Grubb daxton@rdentlab.com	R-Dent Dental Laboratories 6590 Summer Knoll Cove Bartlett, TN 38134 www.rdentlab.com 372-8020	Glidewell demands to stop using R BRUX Trademark, and related facts
Robert P. Marbach seivices@authenticlab.com	Authentic Dental Lab 1950 Bandera Rd. San Antonio, TX 78228 www.authenticlab.com 735-1433	Glidewell demands to stop using "BRUX" crowns on Authentic's website, and related facts
Rick Everson reverson@dentalservices.net	Sentage Corporation 5775 Wayzata Blvd. Suite 890 Minneapolis, MN 55416 www.dentalservices.net 345-6300	BRUX-EZE Trademark and related facts
Robin A. Carden	Glidewell Laboratories 4141 MacArthur Blvd Newport Beach, CA 92660 (800) 854-7256	Use of "bruxer" and "zirconia" as generic terms.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. William Belton	403 Vonderburg Dr. Suite 201 Brandon, FL 33511 (813) 689-5098	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. David Bonner	101 Binkley PO Box 592 Dumas, TX 79029 (806) 935-6811	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Jonathan Campbell	Legacy Dental 1345 E. 3900 South Suite 116 Salt Lake City, UT 84124 (801) 278-4223	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Joseph Jacquinot	Platteville Dental 1270 N. Water St. Platteville, WI 53818 (608) 348-2393	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Dennis Murphy	310 Terrace Ave. Suite #102 Cincinnati, OH 45220 (513) 221-1550	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Terry L. Myers	109 Apple Valley Parkway Belton, MO 64012 (816) 331-4200	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. Samir Rana	60 Beaverbrook Rd. Lincoln Park, NJ 07035 (973) 633-5666	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Michael Razzano	12910 Hwy 92 #107 Woodstock, GA 30188 (770) 592-2600	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Stan Richardson	780 Nissan Dr. Smyrna, TN 37167 (615) 355-1062	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Trevor Scheff	6300 Limestone Rd. Suite D Hockessin, DE 19707 (302) 239-7277	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Scott Stephens	2538 E Joyce Blvd. Fayetteville, AR 72703 (479) 442-3915	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Robert T. Wooton	3000 N Interstate 35 Austin, TX 78705 (512) 472-2246	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. Tony D. Wu	155 E. 38th Suite 2D New York, NY 10016 (212) 682-0888	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Gary P. Tobin	16055 Ventura Blvd Suite 1035 Encino, CA 91436 (818) 990-5240	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Jenny Harris	2504 Lake Austin Blvd Austin, TX 78703 (512) 474-5233	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Joseph Ting	3461 US Highway 22 East Branchburg, NJ 08876 (908) 203-1998	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Raymond Brady	2700 Bellflower Blvd. Suite 306 Long Beach, CA 90815 (562) 420-1301	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Michael Colleran	1250 Peach Street San Luis Obispo, CA 93401 (805) 543-0814	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. Richard Scott	215 N. State College Blvd. Suite E Anaheim, CA 92806 (714) 635-0892	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Daniel Sweet	1990 Shaw Avenue Suite C Clovis, CA 93611 (559) 298-2575	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. George Tashiro	558 E. Wardlow Rd. Long Beach, CA 90807 (562) 427-1221	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Thomas Nussear	40 S. Main St. Smithburg, MD 21783 (301) 824-2080	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Carol Frattura	22286 Vick Street Port Charlotte, FL 33980 (888) 625-5757	Glidewell demands to stop using Zir-Bruxer Crown mark and related facts. Use of "bruxer" and similar words by dentists when ordering all zirconia crowns.
Dr. David Eggleston	1441 Avocado Ave Suite 508 Newport Beach, CA 92660 (949) 640-5680	Expert testimony regarding use of term "bruxer" and related terms in the dental industry.
Expert witnesses to be identified		

(ii) A copy - or a description by category and location - of all documents, electronically stored information ("ESI"), and tangible things that the disclosing

party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

Disclosure: Pursuant to appropriate terms of the Confidentiality Order, Keating will make available for inspection and copying responsive documents, ESI, and tangible things as indicated below. Defendant notes that Defendant already has identified to Plaintiff at least certain of the items listed. Also subject to an appropriate Protective Order and further review, Defendants may produce or make available under Federal Rule of Civil Procedure 34 additional documents/evidence, as those may come to the attention of Defendant.

Description, etc.
The trademarks and related information disclosed in the attachment to an email dated November 16, 2011 to Plaintiff's counsel Mr. Tachner, from Defendant's counsel.
Correspondence from Glidewell to third parties regarding the use by those third parties of the term BRUX or BRUX-related words.
Defendant's order forms and related records, as provided to and as received from dentists.
Defendant's sales records relating the products sold under Defendant's trademark KDZ BRUXER AND DESIGN.
Scholarly articles using the terms "zirconia" or "bruxer", "brux", "bruxism", or other related terms with a root of "brux."
Patents and patent applications using the terms "zirconia" or "bruxer", "brux", "bruxism", or other terms with a root of "brux."
Advertisements from Glidewell Laboratories showing use of "bruxzir" to indicate the product itself and not as a brand name. Copies of material from Glidewell's websites www.glidewelldental.com , www.bruxzir.com as well as other advertisements by Glidewell.
Defendant's and third party advertisements that show use of the term "bruxer," "brux," or other related words to refer generically to a bruxer crown product.

(iii) A computation of each category of damages claimed by the disclosing party ~ who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Disclosure: Defendant and Counterclaim-Plaintiff has not calculated its damages at this time, and is not in possession of the information necessary to do so. Among other things, Defendant and Counter-Defendant anticipates (1) possibly hiring an expert to do so, and (2) forwarding that expert's report in compliance with all applicable Rules and Orders.

In any case, such damages are likely to be based at least in part on obtaining an award from the Court of misuse of trademark and/or other bad faith violations by Plaintiff, the amount and nature of Plaintiff's unlawful activities in improperly restricting lawful competition, the extent to which remedial communications and advertising may be necessary to attempt to redress same, and other factors. Those issues and activities appear to be continuing and therefore the subject of ongoing discovery.

Among other things, the damages are likely to include calculations of Plaintiff's profits and/or Defendant's lost profits. In addition, Defendant reserves the right to appropriately designate with appropriate terms of confidentiality under the Confidentiality Order any and/or all such disclosures. Notwithstanding the foregoing, for the convenience of the parties and the Court, Defendant identifies at least the following categories of damages it expects will be included in the foregoing disclosures.

Category of Damages
Attorney fees and costs
Punitive damages
Lost sales
Interference with existing/prospective business relationships
Damages to business reputation
Employee time
Out-of-pocket expenses
Other

(iv) For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Disclosure: Pursuant to appropriate terms of confidentiality under the Confidentiality Order, Keating will make available for inspection and copying the following insurance policy:

PROOF OF SERVICE

I am a citizen of the United States of America and I am employed in Irvine, California. I am over the age of 18 and not a party to the within action. My business address is 2040 Main Street, Fourteenth Floor, Irvine, California. I am readily familiar with the firm's business practices for the collection and processing of correspondence for mailing, and that mail so processed will be deposited the same day during the ordinary course of business.

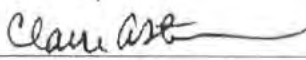
On September 27, 2012, I caused the within SECOND AMENDED DISCLOSURES OF KEATING DENTAL ARTS, INC. PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26(a)(1) to be served on the parties or their counsel shown below, by placing it in a sealed envelope addressed as follows:

Via Electronic and First Class Mail:

Leonard Tachner, Esq.
LEONARD TACHNER, A Professional Law Corp.
17961 Sky Park Circle, Suite 38-E
Irvine, CA 92614-6364
Email: ltachner@aol.com

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on September 27, 2012 at Irvine, California.



Claire A. Stoneman

EXHIBIT 3

EXHIBIT 88

1 Lynda J. Zadra-Symes (SBN 156,511)
Lynda.Zadra-Symes@kmob.com
2 Jeffrey L. Van Hoosear (SBN : 147,751)
Jeffrey.VanHoosear@kmob.com
3 David G. Jankowski (SBN 205,634)
David.iankowski@kmob.com
4 KNOBBE, MARTENS, OLSON & BEAR, LLP
2040 Main Street, Fourteenth Floor
5 Irvine, CA 92614
Phone: (949) 760-0404
6 Facsimile: (949) 760-9502

7 Attorneys for Defendant/Counter-Plaintiff,
Keating Dental Arts, Inc.
8

9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11 SOUTHERN DIVISION

12 JAMES R. GLIDEWELL DENTAL
13 CERAMICS, INC. dba
GLIDEWELL LABORATORIES,

14 Plaintiff/Counter-defendant,
15 v.

16 KEATING DENTAL ARTS, INC.

17 Defendant/Counter-Plaintiff.
18
19

Civil Action No.
SACV11-01309-DOC(ANx)

**KEATING DENTAL ARTS, INC.'S
THIRD AMENDED INITIAL
DISCLOSURES PURSUANT TO
FEDERAL RULE OF CIVIL
PROCEDURE 26(a)(1)**

Honorable David O. Carter

Pursuant to Federal Rule of Civil Procedure 26(a)(1), without waiving any claim of privilege, work produced or other basis for non-disclosure, Defendant Keating Dental Arts, Inc. ("Keating"), hereby provides its Third Amended Initial Disclosures.

(i) The name and, if known, the address and telephone number of each individual likely to have discoverable information - along with the subjects of that information - that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment; information:

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Shaun Keating	16881 Hale Ave. Irvine, CA 92606 (800) 433-9833	Use of generic term "bruxer," lack of confusion, and related facts
Bob Brandon	16881 Hale Ave. Irvine, CA 92606 (800) 433-9833	Use of generic term "bruxer," lack of confusion, and related facts
Daxton Grubb daxton@rdentlab.com	R-Dent Dental Laboratories 6590 Summer Knoll Cove Bartlett, TN 38134 www.rdentlab.com 372-8020	Glidewell demands to stop using R BRUX Trademark, and related facts
Robert P. Marbach seviles@authenticlab.com	Authentic Dental Lab 1950 Bandera Rd. San Antonio, TX 78228 www.authenticlab.com 735-1433	Glidewell demands to stop using "BRUX" crowns on Authentic's website, and related facts
Rick Everson reverson@dentalservices.net	Sentage Corporation 5775 Wayzata Blvd. Suite 890 Minneapolis, MN 55416 www.dentalservices.net 345-6300	BRUX-EZE Trademark and related facts
Robin A. Carden	Glidewell Laboratories 4141 MacArthur Blvd Newport Beach, CA 92660 (800) 854-7256	Use of "bruxer" and "zirconia" as generic terms.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. William Belton	403 Vonderburg Dr. Suite 201 Brandon, FL 33511 (813) 689-5098	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. David Bonner	101 Binkley PO Box 592 Dumas, TX 79029 (806) 935-6811	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Jonathan Campbell	Legacy Dental 1345 E. 3900 South Suite 116 Salt Lake City, UT 84124 (801) 278-4223	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Joseph Jacquinot	Platteville Dental 1270 N. Water St. Platteville, WI 53818 (608) 348-2393	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Dennis Murphy	310 Terrace Ave. Suite #102 Cincinnati, OH 45220 (513) 221-1550	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Terry L. Myers	109 Apple Valley Parkway Belton, MO 64012 (816) 331-4200	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. Samir Rana	60 Beaverbrook Rd. Lincoln Park, NJ 07035 (973) 633-5666	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Michael Razzano	12910 Hwy 92 #107 Woodstock, GA 30188 (770) 592-2600	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Stan Richardson	780 Nissan Dr. Smyrna, TN 37167 (615) 355-1062	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Trevor Scheff	6300 Limestone Rd. Suite D Hockessin, DE 19707 (302) 239-7277	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Scott Stephens	2538 E Joyce Blvd. Fayetteville, AR 72703 (479) 442-3915	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Robert T. Wooton	3000 N Interstate 35 Austin, TX 78705 (512) 472-2246	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. Tony D. Wu	155 E. 38th Suite 2D New York, NY 10016 (212) 682-0888	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Gary P. Tobin	16055 Ventura Blvd Suite 1035 Encino, CA 91436 (818) 990-5240	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Jenny Harris	2504 Lake Austin Blvd Austin, TX 78703 (512) 474-5233	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Joseph Ting	3461 US Highway 22 East Branchburg, NJ 08876 (908) 203-1998	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Raymond Brady	2700 Bellflower Blvd. Suite 306 Long Beach, CA 90815 (562) 420-1301	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Michael Colleran	1250 Peach Street San Luis Obispo, CA 93401 (805) 543-0814	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Dr. Richard Scott	215 N. State College Blvd. Suite E Anaheim, CA 92806 (714) 635-0892	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Daniel Sweet	1990 Shaw Avenue Suite C Clovis, CA 93611 (559) 298-2575	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. George Tashiro	558 E. Wardlow Rd. Long Beach, CA 90807 (562) 427-1221	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Dr. Thomas Nussear	40 S. Main St. Smithburg, MD 21783 (301) 824-2080	Absence of confusion between marks Bruxzir and KDZ Bruxer. "Bruxzir" on Rx form meant to communicate generic term for a bruxer crown. Use of bruxer crown.
Carol Frattura	22286 Vick Street Port Charlotte, FL 33980 (888) 625-5757	Glidewell demands to stop using Zir-Bruxer Crown mark and related facts. Use of "bruxer" and similar words by dentists when ordering all zirconia crowns.
Dr. David Eggleston	1441 Avocado Ave Suite 508 Newport Beach, CA 92660 (949) 640-5680	Expert testimony regarding use of term "bruxer" and related terms in the dental industry.

Witness Email Address	Address/Website/Telephone	Subject of the Likely Discoverable Information
Lori Boatright	Blakely Sokoloff Taylor Zafman LLP 12400 Wilshire Blvd. Seventh Floor Los Angeles, CA 90025 (310) 207-3800	Expert testimony regarding USPTO rules and procedures; the USPTO's examination of the mark BRUXZIR; the validity of the mark BRUXZIR; other rebuttals to the opinions of Prof. Franklyn.
Scott Hudson	Old Dominion Milling Corp. 5700 Old Richmond Ave. Suite G-20 Richmond, VA 23226 (804) 285-0777	Glidewell's enforcement efforts associated with the mark BRUXZIR; language used by the dental industry.

(ii) A copy - or a description by category and location - of all documents, electronically stored information ("ESI"), and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

Disclosure: Pursuant to appropriate terms of the Confidentiality Order, Keating will make available for inspection and copying responsive documents, ESI, and tangible things as indicated below. Defendant notes that Defendant already has identified to Plaintiff at least certain of the items listed. Also subject to an appropriate Protective Order and further review, Defendants may produce or make available under Federal Rule of Civil Procedure 34 additional documents/evidence, as those may come to the attention of Defendant.

Description, etc.
The trademarks and related information disclosed in the attachment to an email dated November 16, 2011 to Plaintiff's counsel Mr. Tachner, from Defendant's counsel.
Correspondence from Glidewell to third parties regarding the use by those third parties of the term BRUX or BRUX-related words.
Defendant's order forms and related records, as provided to and as received from dentists.

1	Description, etc.
2	Defendant's sales records relating the products sold under Defendant's
3	trademark KDZ BRUXER AND DESIGN.
4	Scholarly articles using the terms "zirconia" or "bruxer", "brux", "bruxism", or
5	other related terms with a root of "brux."
6	Patents and patent applications using the terms "zirconia" or "bruxer", "brux",
7	"bruxism", or other terms with a root of "brux."
8	Advertisements from Glidewell Laboratories showing use of "bruxzir" to
9	indicate the product itself and not as a brand name. Copies of material from
10	Glidewell's websites www.glidewell.com, www.bruzzir.com as well as
11	other advertisements by Glidewell.
12	Advertisements by third parties showing the offering for sale, and sale, of
13	commercially available products for the dental industry using brand names that
14	include "Brux," "Zir," or variations thereon.
15	Advertisements by dental laboratories, including dental laboratories that do
16	business with Glidewell Laboratories, showing the offering for sale, and sale, of
17	full contour zirconia crowns that do not originate from Glidewell.
18	Defendant's and third party advertisements that show use of the term "bruxer,"
19	"brux," or other related words to refer generically to a bruxer crown product.

(iii) A computation of each category of damages claimed by the disclosing party ~ who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Disclosure: Defendant and Counterclaim-Plaintiff has not calculated its damages at this time, and is not in possession of the information necessary to do so. Among other things, Defendant and Counter-Defendant anticipates (1) possibly hiring an expert to do so, and (2) forwarding that expert's report in compliance with all applicable Rules and Orders.

In any case, such damages are likely to be based at least in part on obtaining an award from the Court of misuse of trademark and/or other

bad faith violations by Plaintiff, the amount and nature of Plaintiff's unlawful activities in improperly restricting lawful competition, the extent to which remedial communications and advertising may be necessary to attempt to redress same, and other factors. Those issues and activities appear to be continuing and therefore the subject of ongoing discovery.

Among other things, the damages are likely to include calculations of Plaintiff's profits and/or Defendant's lost profits. In addition, Defendant reserves the right to appropriately designate with appropriate terms of confidentiality under the Confidentiality Order any and/or all such disclosures. Notwithstanding the foregoing, for the convenience of the parties and the Court, Defendant identifies at least the following categories of damages it expects will be included in the foregoing disclosures.

Category of Damages
Attorney fees and costs
Punitive damages
Lost sales
Interference with existing/prospective business relationships
Damages to business reputation
Employee time
Out-of-pocket expenses
Other

(iv) For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Disclosure: Pursuant to appropriate terms of confidentiality under the Confidentiality Order, Keating will make available for inspection and copying the following insurance policy:

1 The Hartford Business Liability Policy 72 SBA AB1425, with
2 effective dates of 09/04/2010 to 09/04/2011 and 09/04/2011 to
3 09/04/2012.

4 Defendant expressly reserves the right to further supplement these Initial
5 Disclosures under Federal Rule of Civil Procedure 26(e), without prejudice to
6 its right to use such subsequently discovered information and documents at trial
7 or at any proceeding in this action.

8
9 The undersigned counsel certifies under Federal Rule of Civil Procedure
10 26(g) that, after reasonable inquiry and to the best of his/her knowledge, the
11 Disclosures contained above are accurate and complete as of the present time.

12
13 KNOBBE, MARTENS, OLSON & BEAR, LLP

14
15 Dated: October 19, 2012

By: /s/ David G. Jankowski

16 Lynda J. Zadra-Symes
17 Jeffrey L. Van Hoosear
18 David G. Jankowski

19 Attorneys for Plaintiff,
20 Keating Dental Arts, Inc.
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am a citizen of the United States of America and I am employed in Irvine, California. I am over the age of 18 and not a party to the within action. My business address is 2040 Main Street, Fourteenth Floor, Irvine, California. I am readily familiar with the firm's business practices for the collection and processing of correspondence for mailing, and that mail so processed will be deposited the same day during the ordinary course of business.

On October 19, 2012, I caused the within THIRD AMENDED DISCLOSURES OF KEATING DENTAL ARTS, INC. PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26(a)(1) to be served on the parties or their counsel shown below, by placing it in a sealed envelope addressed as follows:

Via Electronic and First Class Mail:

Leonard Tachner, Esq.
LEONARD TACHNER, A Professional Law Corp.
17961 Sky Park Circle, Suite 38-E
Irvine, CA 92614-6364
Email: ltachner@aol.com

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on October 19, 2012 at Irvine, California.

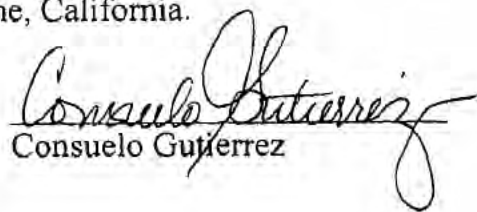

Consuelo Gutierrez

EXHIBIT 4

Snell & Wilmer
— L.L.P. —
LAW OFFICES

350 South Grand Avenue
Suite 2600
Two California Plaza
Los Angeles, CA 90071
213.929.2500
213.929.2525 (Fax)
www.swlaw.com

William Wong
(213) 929-2638
wwong@swlaw.com

DENVER
LAS VEGAS
LOS ANGELES
LOS CABOS
ORANGE COUNTY
PHOENIX
SALT LAKE CITY
TUCSON

November 13, 2012

VIA E-MAIL

David G. Jankowski
Knobbe, Martens, Olson, & Bear LLP
2040 Main Street, 14th Floor
Irvine, CA 92614
David.Jankowski@Knobbe.com

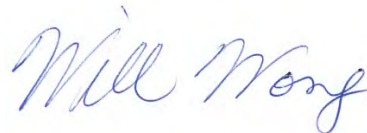
Re: *James R. Glidewell Dental Ceramics, Inc. vs. Keating Dental Arts, Inc.*,
Case No.: SACV11-01309 DOC (ANx)

Dear David:

During the depositions of Robert D. Brandon and Diane M. Donich, defendant Keating Dental Arts, Inc. ("Defendant") agreed to produce certain documents as identified below. After a reasonably diligent search through Defendant's documents, Glidewell is unable to locate such documents. In light of the impending summary judgment motions, Glidewell requests that Defendant produce such documents immediately. If Defendant believes that it has produced such documents, Glidewell respectfully requests that Defendant provide Glidewell with the bates numbers assigned to the documents or re-produce the documents as soon as reasonably possible, but no later than close of business, November 14, 2012. Thank you very much for your cooperation.

- (1) Sales documents: October 16, 2012 Deposition of Robert D. Brandon at 66:25-67:8;
- (2) Search results documents: October 16, 2012 Deposition of Robert D. Brandon at 93:12-18;
- (3) Letters: October 17, 2012 Deposition of Diane M. Donich at 34:18-23.

Sincerely,



William Wong

EXHIBIT 5

Wong, William

From: David.Jankowski <david.jankowski@knobbe.com>
Sent: Thursday, November 15, 2012 11:06 AM
To: Wong, William
Cc: Graves, Philip; Shaw, Greer; Mallgrave, Deb
Subject: RE: James R. Glidewell Dental Ceramics, Inc. vs. Keating Dental Arts, Inc., Case No.: SACV11-01309 DOC (ANx)

Will,

The sales documents referenced by Mr. Brandon during his deposition were produced by Keating a month ago. They may be found at KDA-004237 through KDA-004528. Please note that they are designated Attorneys Eyes Only under the Protective Order.

The letter referenced by Ms. Donich during her deposition was also produced by Keating a month ago. It is a form letter that may be found at KDA-004236.

Please be advised that we have searched for, but not located, the search result documents referenced by Mr. Brandon during his deposition.

Regards,

-David

David Jankowski
Partner
David.Jankowski@knobbe.com
949-721-6334 Direct

Knobbe Martens
INTELLECTUAL PROPERTY LAW

five decades. one focus.
2040 Main Street, 14th Floor
Irvine, CA 92614
www.knobbe.com/david-jankowski

From: Wong, William [<mailto:wwong@swlaw.com>]
Sent: Thursday, November 15, 2012 10:23 AM
To: David.Jankowski
Cc: Graves, Philip; Shaw, Greer; Mallgrave, Deb
Subject: RE: James R. Glidewell Dental Ceramics, Inc. vs. Keating Dental Arts, Inc., Case No.: SACV11-01309 DOC (ANx)

Mr. Jankowski,

I have not heard back from you regarding my November 13, 2012 requesting Defendant's documents identified in the following deposition transcripts:

- (1) Sales documents: October 16, 2012 Deposition of Robert D. Brandon at 66:25-67:8;
- (2) Search results documents: October 16, 2012 Deposition of Robert D. Brandon at 93:12-18;
- (3) Letters: October 17, 2012 Deposition of Diane M. Donich at 34:18-23.

In light of the impending summary judgment motions, Glidewell requests that Defendant produce such documents immediately. If Defendant believes that it has produced such documents, Glidewell respectfully requests that Defendant provide Glidewell with the bates numbers assigned to the documents or re-produce the documents, immediately. Thank you for your cooperation.

-Will.

WILL WONG

SNELL & WILMER L.L.P.

Two California Plaza
350 South Grand Avenue, Suite 2600
Los Angeles, CA 90071-3406
Tel: 213.929.2638
Fax: 213.929.2525
wwong@swlaw.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

The information contained in this electronic mail message is confidential information intended only for the use of the individual or entity named above, and may be privileged. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (213-929-2500), and delete the original message.

From: Wong, William
Sent: Tuesday, November 13, 2012 12:00 PM
To: 'David.Jankowski@Knobbe.com'
Cc: Graves, Philip; Shaw, Greer; Mallgrave, Deb
Subject: James R. Glidewell Dental Ceramics, Inc. vs. Keating Dental Arts, Inc., Case No.: SACV11-01309 DOC (ANx)

Dear Mr. Jankowski,

Please see attached.

Thanks,

-Will.

WILL WONG

SNELL & WILMER L.L.P.

Two California Plaza
350 South Grand Avenue, Suite 2600
Los Angeles, CA 90071-3406
Tel: 213.929.2638
Fax: 213.929.2525
wwong@swlaw.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

The information contained in this electronic mail message is confidential information intended only for the use of the individual or entity named above, and may be privileged. If the reader of this message is not the intended recipient or the employee or agent responsible to deliver it to the intended

recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (213-929-2500), and delete the original message.

NOTICE: This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

Glidewell Laboratories v. Keating Dental Arts, Inc.
United States District Court, Central, Case No. SACV11-01309-DOC (ANx)

CERTIFICATE OF SERVICE

I hereby certify that on January 17, 2013, I electronically filed the document described as **DECLARATION OF WILLIAM WONG IN SUPPORT OF GLIDEWELL'S MOTION IN LIMINE #6 TO EXCLUDE ANY ADVICE OF COUNSEL DEFENSE BY KEATING DENTAL ARTS, INC.** the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

David G. Jankowski
Jeffrey L. Van Hoosear
Lynda J Zadra-Symes
Darrell L. Olson
Knobbe Martens Olson and Bear LLP
2040 Main Street, 14th Floor
Irvine, CA 92614

**Attorneys for Defendant Keating
Dental Arts, Inc.**
Tel: (949) 760-0404
Fax: (949) 760-9502

Jeffrey.VanHoosear@kmob.com
David.Jankowski@kmob.com
Lynda.Zadra-symes@kmob.com
Darrell.Olson@knobbe.com
litigation@kmob.com

David A. Robinson
James Azadian
Enterprise Counsel Group
Three Park Plaza, Suite 1400
Irvine, CA 92614

**Attorneys for Defendant Keating
Dental Arts, Inc.**
Tel: (949) 833-8550
Fax: (949) 833-8540

drobinson@enterprisecounsel.com
jazadian@enterprisecounsel.com

Dated: January 17, 2013

SNELL & WILMER L.L.P.

By: s/Greer N. Shaw

Philip J. Graves
Greer N. Shaw
Deborah S. Mallgrave

Attorneys for Plaintiff
James R. Glidewell Dental Ceramics, Inc.
dba GLIDEWELL LABORATORIES